

## REGULAR MEETING OF THE CITY COUNCIL:

Austin, Texas, January 20, 1938.

The meeting was called to order at 10:30 A. M., with Mayor Tom Miller presiding. Roll call showed the following members present: Councilmen C. F. Alford, Simon Gillis, Mayor Tom Miller, and Councilman Oswald G. Wolf, 4; nays, none; Councilman C. M. Bartholomew absent, 1.

The Minutes of the regular meetings of December 2, 9, 16, the special meeting of December 22, the regular meeting of December 23, the special meeting of January 4, and the regular meeting of January 6, the special meeting of January 10, and the regular meeting of January 14 were read, and, upon motion of Councilman Gillis, seconded by Councilman Wolf, were adopted as read, by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

A petition signed by thirty-eight contractors, protesting against a charge made for plans and specifications on construction work for the City, other than a deposit to guarantee the safe return of same, was submitted by Edward T. Lorey. An explanation of this charge on plans and specifications for the new Service Building was given by Chas. H. Page, Sr., Architect. After some discussion, it was the sense of the meeting that the charge in question should not be allowed on city projects.

A petition signed by property owners in the vicinity, asking for a street light at the end of the 2600 block on East Second Street, was received, and the matter was referred to the City Manager to have the light installed if possible to do so.

A written request from the H. Becker Estate, asking for a change in the zoning of the south one-half of Block No. 181, Original City, from Residence "B" District to Commercial "C" District, was received. The matter was referred to the Board of Adjustment for recommendation, and a public hearing on same was called for February 10.

Councilman Alford offered the following resolution:

WHEREAS, Robert Morris is the Contractor for the construction of a building located at 800-2 Lavaca Street and desires a portion of the street and sidewalk space abutting Lot B, Block 100, of the Original City of Austin, during the construction of the building, such space to be used in the work and for the storage of materials therefor; therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

1. THAT space for the uses hereinabove enumerated be granted to said Robert Morris, the boundary of which is described as follows:

Street and Sidewalk Working Space

Beginning at the northwest corner of the above described lot; thence in an easterly direction and at right angles with the centerline of Lavaca Street to a point 3 feet west of the west curb of Lavaca Street; thence in a southerly direction and parallel with the centerline of Lavaca Street 60 feet; thence in a southwesterly direction at an angle of 45° to a point 4 feet south of the north curb of West 8th Street and parallel with the Lavaca Street side of the above described property; thence in a westerly direction and parallel with the centerline of 8th Street 76 feet to a point; thence in a northerly direction to the southwest corner of the property.

2. THAT the above privileges and allotment of space are granted to said Robert Morris, hereinafter termed "Contractor," upon the following express terms and conditions:

(1) That the Contractor shall erect a fence within the boundaries of his sidewalk working space on Lavaca Street and a 4-foot walkway within the boundaries of his 8th

Street working space, such walk to be protected on each side by a guard rail at least 4 feet high and substantially braced and anchored and with a wood floor substantially supported to prevent sagging under load.

(2) That the Contractor shall construct in the west end of his walkway on West 8th Street a substantial gate, which shall be kept closed at all times when not in use and at all times when the gate is open the Contractor shall maintain a person at this gate to warn pedestrians and vehicles of approaching trucks.

(3) That no vehicle in loading or unloading material at the working space shall park on any part of the street outside of the allotted working space.

(4) That "No Parking" signs shall be painted on the curb of the Lavaca Street side and on the 4-foot walkway on the West 8th Street side.

(5) That the Contractor shall in no way obstruct any fire plugs or other public utilities in the construction of such guard rails.

(6) That provision shall be made for the normal flow of all storm waters in the gutter and the Contractor will be responsible for any damage done due to obstruction of any such storm waters.

(7) That the Contractor shall place on the outside corners of any walkway, barricades, or obstructions, red lights during all periods of darkness.

(8) That the Contractor is permitted to construct a temporary work office within such allotted working space provided such work office is not within 25 feet of any corner street intersection.

(9) That the Contractor shall remove all fences, barricades, loose materials and other obstructions on the sidewalk and street immediately after the necessity for their existence on said sidewalk or street has ceased, such time to be determined by the City Manager, and in any event all such sidewalk, barricades, materials, equipment and other obstructions shall be removed not later than May 1, 1938.

(10) That the Contractor shall restore all public and private property injured during the use of such space to as good condition as the same existed before the use of such space began.

(11) That the City reserves the right to revoke at any time any and all the privileges herein granted, or to require the erection or installation of additional barriers or safeguards if the conditions demand it.

(12) That the Contractor shall furnish the City of Austin a surety bond in the sum of Five Thousand (\$5,000.00) Dollars, which shall protect, indemnify and hold harmless the City of Austin from any claims for damages to any person by reason of the exercise of the privileges granted to the Contractor by the City of Austin and shall guarantee the replacement of all sidewalks, pavement, and all other public property and public utilities disturbed or removed during the construction work and shall further guarantee the construction of a walkway and other safeguards during the occupancy of the space.

The resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

Councilman Gillis offered the following resolution:

WHEREAS, Moore Construction Company is the Contractor for the erection of a building located at 615 Brazos Street and desires a portion of the street and sidewalk space abutting the north part of Lot F, Block 18 of the Original City of Austin, during the construction of the building, such space to be used in the work and for the storage

of materials therefor; therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

1. THAT Space for the uses hereinabove enumerated be granted to said Moore Construction Company, the boundary of which is described as follows:

Street and Sidewalk Working Space

Beginning at the northeast corner of the above described property; thence in a northerly direction and at right angles with the centerline of East 8th Street to a point 18 feet north of the south curb of East 8th Street; thence in a westerly direction and parallel with the centerline of East 8th Street 49 feet to a point; thence in a southwesterly direction at an angle of 45° to a point 14 feet in a westerly direction from the northwest corner of the above described property and at right angles with the centerline of Brazos Street; thence in a southerly direction and parallel with the centerline of Brazos Street 70 feet to a point; thence in an easterly direction to the southwest corner of the above described lot.

2. THAT the above privileges and allotment of space are granted to said Moore Construction Company, hereinafter termed "Contractor," upon the following express terms and conditions:

(1) That the Contractor shall erect a 4-foot walkway within the boundaries of his working space on both streets, such walkway to be protected on each side by a guard rail at least 4 feet high and substantially braced and anchored and with a wood floor substantially supported to prevent sagging under load.

(2) That the Contractor shall construct in the south end of his walkway on Brazos Street a substantial gate, which shall be kept closed at all times when not in use and at all times when the gate is open the Contractor shall maintain a person at this gate to warn pedestrians and vehicles of approaching trucks.

(3) That no vehicle in loading or unloading material at the working space shall park on any part of the street outside of the allotted working space.

(4) That "No Parking" signs shall be painted on the street sides of the walkways on East 8th Street and Brazos Street.

(5) That the Contractor shall in no way obstruct any fire plugs or other public utilities in the construction of such guard rails.

(6) That provision shall be made for the normal flow of all storm waters in the gutter and the Contractor will be responsible for any damage done due to obstruction of any storm waters.

(7) That the Contractor shall place on the outside corners of any walkway, barricades, or obstructions, red lights during all periods of darkness.

(8) That the Contractor is permitted to construct a temporary work office within such allotted working space provided such work office is not within 25 feet of any corner street intersection.

(9) That the Contractor shall remove all fences, barricades, loose materials and other obstructions on the sidewalk and street immediately after the necessity for their existence on said sidewalk or street has ceased, such time to be determined by the City Manager, and in any event all such sidewalk, barricades, materials, equipment, and other obstructions shall be removed not later than May 1, 1938.

(10) That the Contractor shall restore all public and private property injured during the use of such space to as good condition as the same existed before the use of such space began.

(11) That the City reserves the right to revoke at any time any and all the privileges herein granted, or to require the erection or installation of additional barriers or safeguards if the conditions demand it.

(12) That the Contractor shall furnish the City of Austin a surety bond in the sum of Five Thousand (\$5000.00) Dollars, which shall protect, indemnify, and hold harmless the City of Austin from any claims for damages to any person by reason of the exercise of the privileges granted to the Contractor by the City of Austin and shall guarantee the replacement of all sidewalks, pavement, and all other public property and public utilities disturbed or removed during the construction work and shall further guarantee the construction of a walkway and other safeguards during the occupancy of the space.

The resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

Councilman Gillis offered the following resolution:

WHEREAS, the Southwestern Bell Telephone Company has presented to the City Council tentative maps and plans showing the proposed construction of its pole lines in the streets in the City of Austin hereafter named, and said maps or plans have been considered by the City Engineer; therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT the Southwestern Bell Telephone Company be, and the same is hereby permitted to construct its pole lines in the following streets:

(1) A telephone pole line in COLUMBUS STREET from Bouldin Avenue to South 3rd Street, the centerline of which pole line shall be 7 feet north of and parallel to the south line of said Columbus Street.

(2) A telephone pole line in WEST ANNIE STREET from South 6th Street to South 7th Street, the centerline of which pole line shall be 6 feet north of and parallel to the south line of said West Annie Street.

(3) A telephone pole line in WEST JOHANNA STREET from South 3rd Street to South 5th Street, the centerline of which pole line shall be 12 feet south of and parallel to the north line of said West Johanna Street.

(4) A telephone pole line in SOUTH 3RD STREET between West Monroe Street and West Annie Street, the centerline of which pole line shall be 10 feet west of and parallel to the east line of said South 3rd Street.

(5) A telephone pole line in WEST ANNIE STREET from South 1st Street to Newton Street, the centerline of which pole line shall be 6 feet south of and parallel to the north line of said West Annie Street.

(6) A telephone pole line in NEWTON STREET from Annie Street to Milton Street, the centerline of which pole line shall be 12 feet east of and parallel to the west line of said Newton Street.

(7) A telephone pole line in TRAVIS HEIGHTS BOULEVARD ALLEY from Algarita Avenue to Mariposa Drive, the centerline of which pole line shall be 1 foot west of and parallel to the east line of said Travis Heights Boulevard Alley.

(8) A telephone pole line in CROCKETT STREET ALLEY from Wilson Street to Wilson Street Alley, the centerline of which pole line shall be 1 foot south of and parallel to the north line of said Crockett Street Alley.

(9) A telephone pole line in NEWTON STREET ALLEY from West Live Oak Street to Crockett Street, the centerline of which pole line shall be 1 foot east of and parallel to the west line of said Newton Street Alley.

(10) A telephone pole line in WEST JOHANNA STREET from Nickerson Street to Brackenridge Street, the centerline of which pole line shall be 8 feet south of and parallel to the north line of said West Johanna Street.

THAT the work and construction of said pole lines, including the excavation of the streets and the restoration and maintenance of said streets after said pole lines have been constructed, shall be under the supervision and direction of the City Manager and in accordance with the ordinances and regulations of the City of Austin governing such construction.

The resolution was adopted by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

Councilman Alford moved that the following named persons be granted taxicab

driver's permits, in accordance with the recommendation of Roy J. Smith, Captain of Police, Traffic Division: Elmer Grady James, Fred Ledesma, Archie Verna Lester, James Alfred Miller, and Robert Lee Taylor. The motion carried by the following vote: Ayes, Councilmen Alford, Gillis, Mayor Miller, and Councilman Wolf, 4; nays, none; Councilman Bartholomew absent, 1.

Mr. Walter Simms submitted a protest against a lax enforcement of the Fish Dealers' Ordinance, alleging that out-of-town dealers were not complying with same. The Council took the matter under advisement and instructed the City Attorney to secure a copy of the Waco ordinance.

Upon motion, duly seconded and carried, the meeting was recessed at 11:45 A. M., subject to call of the Mayor.

Approved: Tom Miller  
Mayor

Attest:

Harris McKeen  
City Clerk

SPECIAL MEETING OF THE CITY COUNCIL:

Austin, Texas, January 24, 1938.

The meeting was called to order by Mayor Tom Miller. Roll call showed the following members present: Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf, 5; absent, none.

Mayor Miller called up for its firstreading the following ordinance, which was introduced at the regular meeting of January 14, 1938, and ordered filed with the City Clerk for public inspection before being finally acted upon:

AN ORDINANCE APPROVING, RATIFYING AND AUTHORIZING THE EXECUTION OF A LEASE AND AGREEMENT BETWEEN THE CITY OF AUSTIN AND THE LOWER COLORADO RIVER AUTHORITY, WHICH CONTRACT IS MADE A PART OF THIS ORDINANCE; LEASING TO THE AUTHORITY THE AUSTIN DAM, POWER HOUSE AND APPURTENANCES, FLOWAGE RIGHTS, RIPARIAN RIGHTS AND PROPERTIES THEREIN DESCRIBED FOR A TERM OF YEARS, ON PAYMENT OF RENTALS AND ON TERMS AND CONDITIONS SET OUT IN SAID CONTRACT; PROVIDING FOR THE RECONSTRUCTION AND REPAIR OF SAID DAM BY LESSEE, AND PAYMENT FOR SAID IMPROVEMENTS AT COST, LESS DEPRECIATION, AS FULLY SET OUT IN SAID CONTRACT; PROVIDING FOR THE PURCHASE BY THE CITY FROM LESSEE OF CERTAIN ELECTRIC ENERGY OR CURRENT ON TERMS AND AT PRICES SET OUT IN SAID CONTRACT; DEFINING AND SETTING OUT THE RIGHTS AND DUTIES OF THE PARTIES UNDER SAID CONTRACT; PROVIDING THAT SAID CONTRACT SHALL OPERATE AS A FRANCHISE CONFERRING ON LESSEE THE RIGHTS AND POWERS TO DO AND PERFORM THE ACTS AND THINGS PROVIDED IN SAID CONTRACT.

The ordinance was read the first time, and, upon motion of Councilman Wolf, seconded by Councilman Gillis, the rule was suspended and the ordinance was passed